CH \$340.00 86321923

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

rsion v1.1 ETAS ID: TM344497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Salient Partners, L.P.		06/09/2015	LIMITED PARTNERSHIP: DELAWARE
Endowment Advisers, L.P.		06/09/2015	LIMITED PARTNERSHIP: DELAWARE
Forward Management, LLC		06/09/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Macquarie US Trading LLC
Street Address:	125 West 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	77027
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark	
Serial Number:	86321923	PURPOSEFULLY PLANNED. EFFICIENTLY EXECUT	
Registration Number:	4688851	SALIENT	
Registration Number:	3309134	SALIENT	
Registration Number:	4262413	SALIENT RISK PARITY INDEX	
Registration Number:	4258965	SALIENT RISK PARITY FUND	
Registration Number:	3075657	THE ENDOWMENT FUND	
Registration Number:	3416313	DEMOCRATIZING INVESTING	
Registration Number:	2425488	FORWARD FUNDS	
Registration Number:	2864631	FORWARD MANAGEMENT	
Registration Number:	4492721	DIVIDEND SIGNAL STRATEGY	
Registration Number:	4267848	FORWARD THE NEW DIRECTION OF INVESTING	
Registration Number:	4267847	FORWARD THE NEW DIRECTION OF INVESTING	
Registration Number:	4267846	FORWARD FUNDS	

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900327686

CORRESPONDENCE DATA

Fax Number: 7136582553

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 713-658-1818

Email: jessica.greeney@chamberlainlaw.com

Correspondent Name: Chamberlain Hrdlicka
Address Line 1: 1200 Smith Street

Address Line 2: 14th floor

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	003555-000112	
NAME OF SUBMITTER:	Jessica Greeney, IP Paralegal	
SIGNATURE:	/Jessica Greeney/	
DATE SIGNED:	06/12/2015	

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2015, made by SALIENT PARTNERS, L.P., a Delaware limited partnership, ENDOWMENT ADVISERS, L.P., a Delaware limited partnership and FORWARD MANAGEMENT, LLC, a Delaware limited liability company (each a "Grantor" and collectively the "Grantors"), in favor of MACQUARIE US TRADING LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 9, 2015 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, each Lender from time to time party thereto, Macquarie US Trading LLC, as Administrative Agent and Collateral Agent, MIHI LLC, as Swing Line Lender and an L/C Issuer, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to a Security Agreement, dated as of June 9, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Trademarks</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, all goodwill associated with such Owned Trademarks and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

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SECTION 5. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Owned Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

> SALIENT PARTNERS, L.P., as Grantor

By: Salient Capital Management, LLC, its general

Name: John A. Blaisdell Title: Chief Executive Officer

ENDOWMENT ADVISERS, L.P., as Grantor

By: The Endowment Management Fund, LLC, its general partner

Name: John A. Blaisdell Title: Authorized Person

FORWARD MANAGEMENT, LLC as Grantor

Title: Authorized Person

Accepted and Agreed:

MACQUARIE US TRADING LLC

as Collateral Agent

Name: Title:

Joshua Karlin Authorized Signatory

By:_____ Name:

Title:

Anita Chiu Associate Director

[Signature Page to Salient Senior Credit Facility Trademark Security Agreement]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications -

Loan Party – Owner		Number	Filing Date
Salient Partners, L.P.	Purposefully Planned. Efficiently Executed.	86321923	June 26, 2014

^{*} Intent-to-use application constituting an Excluded Asset.

Registrations -

Loan Party – Owner	Trademark	Registration Number	Registration Date
Salient Partners, L.P.	Salient	4688851	February 17, 2015
Salient Partners, L.P.	Salient	3309134	October 9, 2007
Salient Partners, L.P.	Salient Risk Parity Index	4262413	December 18, 2012
Salient Partners, L.P.	Salient Risk Parity Fund	4258965	December 11, 2012
Endowment Advisers, L.P.	The Endowment Fund	3075657	April 4, 2006
Endowment Advisers, L.P.	Democratizing Investing	3416313	April 22, 2008
Forward Management, LLC	Forward Funds	2425488	January 30, 2001
Forward Management, LLC	Forward Management	2864631	July 20, 2004
Forward Management, LLC	Dividend Signal Strategy ¹	4492721	March 4, 2014
Forward Management, LLC	Forward the New Direction of Investing (design)	4267848	January 1, 2013
Forward Management, LLC	Forward the New Direction of Investing	4267847	January 1, 2013
Forward Management, LLC	Forward Funds (design)	4267846	January 1, 2013

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RECORDED: 06/12/2015

O Inactive

The examiner of U.S. Trademark Registration No. 4492721, for the mark DIVIDEND SIGNAL STRATEGY, maintained that such mark was merely descriptive and refused to register such mark on the Principal Register. This mark is therefore registered on the Supplemental Register only. This mark has not been used in commerce for at least 5 years, and Company makes no representations or warranties regarding the validity or enforceability of such mark or any common law rights with respect thereto.